



Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108
phone: 617-727-0060, fax: 617-723-5851



SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 710

IN THE MATTER
OF
ROBERT F. FORD

DISPOSITION AGREEMENT

The State Ethics Commission and Robert F. Ford enter into this Disposition Agreement pursuant to Section 5 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, 4(j).

On June 18, 2003, the Commission initiated, pursuant to G.L. c. 268B, 4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Ford. The Commission has concluded its inquiry and, on March 31, 2004, found reasonable cause to believe that Ford violated G.L. c. 268A, 23.

The Commission and Ford now agree to the following findings of fact and conclusions of law.

-Findings of Fact-

1. Ford was during the time relevant a Town of Foxboro police officer. As such, Ford was an employee of a municipal agency as that term is defined in G.L. c. 268A, 1.
2. From 1997 through 2002, Ford's police officer duties were primarily to act as the school resource officer ("SRO"). As such he was responsible for dealing with all police issues that involved the Foxboro schools. This typically involved his working a 7:30 a.m. to 3:30 p.m. shift during the five school days each week. In addition, he would sometimes be called upon to put in extra time after his shift to deal with various police/school issues such as meeting with a student's parents.
3. Police officers in Foxboro are paid pursuant to a union contract. The contract contemplates straight time for the first 40 hours, and overtime pay for any time beyond those hours.
4. The Foxboro Police Department has a policy that all payments to police officers for acting as police officers must be made by the police department. This policy

applies to work done for private parties as well as other town departments. In these circumstances the private party or town department must request the assignment of an officer, the department approves the assignment, the department pays the officer, and then the department obtains reimbursement for the officer from the requestor. Ford was aware of this policy.

5. From 1997 until fall 2000, Ford received his base police officer pay, supplemented by time and a half overtime as authorized by and paid by the police department. For this time period, Ford received no money from the school department.

6. In the fall 2000 Ford worked out an arrangement with the school department by which he would receive payments for a significant portion of his overtime work directly from the school department. Pursuant to this arrangement, Ford, as a police officer, billed the school department on 15 occasions for SRO overtime. This arrangement was not known to or approved by the police department. It was inconsistent with the above-stated policy that all such payments be billed through and paid by the police department. The arrangement continued until June 2002, when the police chief became aware of and terminated the arrangement.

7. While having this direct payment arrangement with the school department, Ford also received a significant amount of overtime paid directly by the police department.

8. In total, Ford received \$15,900 in direct school department payments between fall 2000 and June 2002 for overtime work. For the same time period, however, Ford was also paid approximately \$22,000 in overtime by the police department.

-Conclusions of Law-

9. Section 23(b)(2) of G.L. c. 268A prohibits an employee of a municipal agency from, knowingly, or with reason to know, using or attempting to use his official position to secure for himself or others unwarranted privileges or exemptions which are of substantial value and which are not properly available to similarly situated individuals.

10. Ford's receipt of compensation directly from the school department was an unwarranted privilege or exemption not otherwise properly available to similarly situated people because these payments were received without the knowledge or approval of the police department and they violated the department's policy prohibiting direct payments to a police officer by anyone other than the police department.

11. This privilege or exemption was of substantial value because it enabled Ford to earn significantly more pay.

12. Ford, as a police officer, negotiated this direct payment arrangement. Moreover, the school department paid him based on his oral representations as to the hours he worked as a police officer. Therefore, he knowingly or with reason to know used his official position to secure this unwarranted privilege or exemption of receiving payments directly from the school department.

13. Thus, by so acting, Ford knowingly or with reason to know used his police officer position to obtain an unwarranted privilege of substantial value not properly available to other similarly situated individuals in violation of 23(b)(2).¹

In view of the foregoing violations of G.L. c. 268A by Ford, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Ford:

- (1) that Ford pay to the Commission the sum of \$5,000² as a civil penalty for repeatedly violating G.L. c. 268A, 23(b)(2); and
- (2) that Ford waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

STATE ETHICS COMMISSION

DATE: September 9, 2004

¹ That Ford was being paid in 2000-2002 by both the police department and the school department for SRO work raises concerns about possible "double-dipping." Those concerns were investigated by the town. The investigation ended when Ford resigned his position in a settlement with the town. The Commission has chosen to defer to the town's handling of the double-dipping issue. Clearly, however, those concerns would have been avoided if Ford had followed standard procedure and had all his SRO work paid by the police department. The police department could have sought reimbursement from the school department for some or all of Ford's SRO overtime.

² The size of the fine reflects the fact that Ford's failure to follow procedure substantially undermines confidence in government. Thus, the Police Department became concerned that where neither the Police Department nor the School Department was monitoring the full extent of his overtime, Ford may have exploited that situation and "double-dipped." Moreover, his failure to follow procedure has caused the town to expend considerable resources in trying to determine whether he earned all of the money he was paid by both departments.